

Sequachee Valley News.

VOL. XV.

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NO 82.

NEW COMPANY TO BUILD IT

Wilson-Baillie Company Now
in Charge.

GREAT POWER PLANT TO GO FORWARD

While Big Law Suits Are
Filed Between the Con-
tending Parties.

The Wilson-Baillie Company of New York, one of the best known contracting corporations in the world, are to build the power plant at the lock and dam, and are reported to have machinery en route to displace W. J. Oliver's equipment, which he refused to sell to A. N. Brady.

Wednesday of last week an ejectment bill was filed in chancery court at Jasper, against Mr. Oliver by representatives of Mr. Brady, reciting the causes of the dispute, and praying for heavy damages.

The following are the principal points of the bill, aside from a lengthy description of the boundaries of the property.

That on or about the 19th day of October, 1906, complainant and defendant entered into a contract in writing, a copy of which is attached hereto, marked Exhibit A, but the same is not for copy in issuing process, whereby said Oliver agreed to build for complainant a lock and dam and power house, at or near Hale's Bar, on the Tennessee river, in Marion county, Tennessee, about thirty-two miles below the city of Chattanooga, Tennessee, in accordance with the plans, drawings and specifications prepared by the engineer of the Chattanooga and Tennessee River Power company, namely, the Hon. John B. Egan, upon the terms and in compliance with the provision of said contract as set forth therein; which plans and specifications had been previously, pursuant to act of congress authorizing the construction of said lock and dam and power house, submitted to, passed upon, approved and accepted by the United States government engineer in charge of Tennessee river improvements, as required by said contract.

That the work to be done under said contract was to have been fully completed not later than the 19th day of October, 1907, except that the foundations and sub-structure for the aforesaid power house were to have been finished on or before Feb. 1, 1907. That on or about April 30, 1907, such a small part of said work had been done under said contract that it became apparent to both of the parties thereto that said contract could not be completed without extraordinary expense, if at all, within the time prescribed; and that thereupon a supplemental contract was entered into between said parties on the aforesaid date, April 30, 1907, whereby the defendant Oliver was granted an extension of time of twenty months from said date for the completion of said work, except that it was provided that the power house should at once be progressed and the work and the material necessary to its completion at once be furnished and that the same should be fully completed within one year from the date of said supplemental contract.

That after the execution of said supplemental agreement the defendant Oliver, instead of pushing said work in such manner as to secure its completion within the extended time aforesaid, so neglected the same, or prosecuted it with so little energy, or competency as that, by Dec. 1, 1907, so little additional work had been done by him that it became apparent to complainant and his engineers that neither the whole of said work nor the respective parts thereof named in said supplemental agreement could be finished within the respective periods of the extended time aforesaid; that thereupon complainant, exercising the right given him under the original and supplemental contracts aforesaid, on said date annulled said contracts and notified defendant Oliver to remove his plant and equipment from the premises.

That on the following day, to wit, Dec. 7, 1907, defendant Oliver, replied to said notices denying that the complainant had the right to declare the contract at an end, and declining to give up possession of the premises in question and remove his plant therefrom.

Complainant further avers that defendant was put into possession of the aforesaid premises by complainant for the purpose of enabling defendant, as complainant's sub-contractor, to perform the work set forth in the aforesaid contracts, and for this purpose only; and that defendant's right to such possession ceased and terminated upon the annulment of said contracts by complainant and the abandonment of said work by defendant; and that defendant is now unlawfully and without color of right or authority claiming and holding possession of said premises.

Complainant further avers that time is now of the utmost importance to him; that he is under contract with the Chattanooga and Tennessee River Power company to complete by Oct. 1, 1908, said lock and dam and power house, and that such completion is essential to the operation of the power plant at the lock and dam, and that the delay in the completion of said work is causing him to incur heavy expenses, and that he is suffering great loss of money and interest by reason of the delay.

can have prompt possession of said premises and not be obstructed or interfered with in the prosecution of said work, by the said Oliver or by his plant and equipment now on said premises; complainant now on said premises, complainant will not be able to carry out his said contract with said power company and will be liable to it in the event of his failure to do so for heavy damages; that he was so limited in time in his contract with said power company because it has obtained franchises from the city of Chattanooga and from the counties of Hamilton and Marion for erecting its transmission lines and cables for the distribution of electric power throughout said city and counties upon the express condition that the lock and dam and power plant aforesaid shall be completed and ready for distributing power within four years from the granting of said respective franchises. The work already having been delayed for more than two years and only a small part of it having been completed, estimated by the engineer named in the contract to be only about 10 per cent. of the total, it is apparent that unless complainant can from this time on be given the free and unobstructed opportunity to proceed with it, it will be impossible for him to complete it within his contract time. If he should fail to do so, he would be liable to said power company in damages for loss of profits, franchises, etc., which he cannot now estimate and which at the present time there is no definite or accurate means of estimating. Hence it is apparent that there is no way of accurately estimating the damages he should sustain because of the specific obligations he is under to the power company, if the defendant Oliver should be permitted to continue to refuse possession of said premises or otherwise obstruct or delay complainant in the completion of said work.

Unless complainant has the assistance of this honorable court in putting him in immediate possession of said premises and the free and unobstructed use thereof, without interference or obstruction on the part of defendant Oliver, complainant will suffer on account of the aforesaid situation irreparable damages. A suit at law, as will be apparent to the court from the facts herein stated, for damages for the delay which such obstruction or interference with complainant's prosecution of the work he is under contract to perform as above specified, would be wholly inadequate to furnish him compensation for the injuries he would sustain.

Complainant further avers that in order that he might not be delayed in the prompt prosecution of the work so as to carry out his said contract with the power company, he offered to permit the machinery and equipment of the said Oliver to remain on the premises until the completion of the work and to use the same as far as complainant might find it practicable to do so, and to pay to the said Oliver a reasonable rental for the use of such portions of said machinery and equipment as complainant might advantageously make use of during the time that he is consumed in completing said work. But this offer the said Oliver declined. Complainant avers that he cannot install other and different equipment for the completion of said work unless he can obtain possession of the premises and have removed therefrom the plant and equipment of said Oliver. So complainant avers that if the said Oliver will not give up possession of said premises and remove his plant therefrom, complainant's hands will be tied with the prosecution of the work in order to complete it on contract time.

Complainant avers that defendant Oliver, in that he has failed to prosecute said work promptly and properly as required to do by his contracts with complainant, has breached said contracts and is liable to complainant for damages of such breach, including such damage as he may sustain by being compelled to complete the work called for by said contracts; that it is impossible for complainant to say exactly what such damages will amount to as he does not know and cannot say just what will be the cost to him of completing said work; but avers, on information and belief, based on the opinions and estimates of competent engineers, familiar with the work and premises, that this element of damage alone will be more than \$200,000 in excess of what he could have paid to defendant Oliver under the contracts with him if the said Oliver had gone on and completed said work, and complainant further avers on the best estimates he can obtain that his total damages growing out of said breach of said contracts by defendant will exceed \$400,000.

Illustrating the manner in which defendant presented said work, complainant avers that under the prices named in said contracts defendant would have received, if said contracts had been completed by him, in the neighborhood of \$1,000,000. To have earned this total he would, if he had completed said original contract within the original period of two years, have had to average more than \$40,000 worth of work per month for the entire twenty-four months. As a matter of fact his average was approximately \$4,200 per month for said twenty-four months.

Taking into account the extended time under the supplemental contract aforesaid, said extended time being twenty months from April 30, 1907, or about fourteen months actual additional time for the completion of the original contract, complainant avers that as only about 10 per cent. of the total work had been done at the time the contracts were annulled as aforesaid, defendant to complete said work within the said extended time would have been compelled to do in round numbers \$600,000 worth of work between the 6th day of December, 1907, and the 30th day of December, 1908, about \$50,000 worth of work per month for the entire twenty-four months.

As will appear from the foregoing estimates, certified to by the engineer in charge as aforesaid, of the amount of work actually done, the average monthly work from the date of the agreement for extension to the date of the annulment of the contract was approximately \$7,400. The monthly estimates for the months of October and November, 1907, the last two months of work prior to the said annulment were, respectively, about \$4,000 and \$1,800 instead of the aforesaid average of \$69,000.

Moreover, the work which defendant was to do under the contract in the construction of the aforesaid power house, and which work was to have been completed under the extension agreement by April 30, 1908, amounts in the aggregate under the contract prices, approximately to \$140,000. At the time of the annulment of the contract, defendant, although his original contract had been running for more than twenty-five months, and his extended contract for more than seven months, had completed only about \$7,000 worth of the work, he was required under his said contract to do on said power house, leaving approximately \$133,000 worth of said work to be done by him in the remaining period of less than five months.

Complainant avers that he has been peculiarly embarrassed and further seriously damaged by defendant's utter disregard of the urgency for the completion of said work on said power house and his failure to properly and promptly push this portion of said work in that, relying on defendant's agreements with reference thereto, complainant has contracted for large, heavy and costly electrical machinery to be installed in said power house. Portions of said machinery have already been constructed and payments are already due thereon and are being demanded of complainant. Said power house should have long ago been progressed sufficiently to permit of complainant's accepting such portions of said machinery and installing them in said power house, but so little work has been done thereon by defendant that it will not be possible for several months yet to even begin the work of installing said machinery. The result is complainant will be put to heavy cost and expenses in paying for and taking care of said machinery pending the completion of said work on said power house so that the said machinery may be installed therein.

The injunction as prayed for under the above points was granted by Judge McConnell Saturday, and the Wilson-Baillie company now have men on the ground getting things in shape for a general revival of work. The new company brings its own machinery and after Mr. Oliver's is displaced and the new machinery installed the work will proceed with a rush to completion.

Mr. Oliver, it is understood, will file an answer to this bill, and a gigantic law suit will be instituted between him and Mr. Brady involving thousands of dollars.

By the filing of the bill Wednesday, injunction was sought restraining Oliver or any of his agents from interfering with work at the dam in any way. Also that an injunction be issued ordering Oliver to remove such of his machinery as might be in the way of a successful prosecution of the work. Also that steps be taken to ascertain full amount of damages done complainant A. N. Brady by breach of contract by W. J. Oliver.

Hoge's Crossing.

Special to the News.

George Hancock was visiting at Mr. Webb's Sunday.

Alex Quaries was at H. H. Hancock's Monday and Tuesday.

General Smith called at this place Sunday.

Henry Hancock was visiting at Webb's Sunday.

Tom Quaries was here Sunday.

Ye writer was in Jasper shopping Saturday.

Anderson Hancock is spending a few days with his grandparents here.

Zeb Barlow passed by here Sunday.

Mrs. Bud Warren visited in Jasper Friday.

Irene Adams passed by here Sunday.

Jack Martin was here last week.

Will Closson and wife were visiting in Jasper Saturday night.

Bill Martin has been on the sick list this week.

Blue Bell.

At times when you don't feel just right, when you have a bad stomach, take something right away that will assist digestion; not something that will stimulate for a time, but something that will positively do the very work that the stomach performs under ordinary and normal conditions, something that will make the food digest. To do this you must make a natural digestant like Kodol for Dyspepsia. Kodol is a scientific preparation of vegetable acids with natural digestants and contains the same juices found in a healthy stomach. Each dose will digest more than 3,000 grains of good food. It is sure to afford prompt relief; it digests what you eat and is pleasant to take. Sold by J. W. Simpson, Jasper, Tenn.

IN MEMORY OF ETHEL PARKER.

Ethel Parker, aged 19 years, died Feb. 7 at the home of her parents at North Birmingham, Ala., of pneumonia, after an illness of ten days. Interment took place at Walker's Chapel.

Her death was a terrible shock to her loved ones and, in fact, the whole community, few knowing that she was so ill. Ethel was a sweet girl, of an affectionate disposition and having a domestic turn. Her great delight was in doing all she could to lift the burden of the household duties off of her gentle, delicate mother. How truly we may say:

"All's well with her, for he who rules The marching stars, the ocean's swell, Has whispered to her passing soul, 'Be not afraid, for all is well.'"

A FRIEND.

The Scheme of Salvation.

"For by grace are you saved through faith and that not of yourselves; it is the gift of God, not of works; lest any man should boast. For we are his workmanship, created in Christ Jesus unto good works which God hath before ordained that we should before walk in them."—Eph. 2:8-10.

God never forces salvation on anyone independently of their will, but he allows them an agency or choice in the matter. He has always set life and death before the people and called on them to choose who they will serve. He said: "I call heaven and earth to record this day against you that I have set before you life and death, blessing and cursing, therefore choose life that both thou and thy seed may live."—Deut. 30:19.

The Lord never forces blessings on his people, neither blessings of this life or salvation from sin; but always offered them upon conditions upon which they were able to comply and in so doing set life and death before them. If they chose life they did it by complying with the conditions; if death, by refusing to comply with the conditions.

I don't understand we are justified by grace alone. Romans 5:1 says: "Therefore being justified by faith we have peace with God through our Lord Jesus Christ." Not faith alone for James says, "Ye see then how by works a man is justified, and not by works alone." Again we find we are "justified by the blood of Christ," and in Romans we are "justified by knowledge." Isaiah says we are "justified by works."

In salvation there are two parts, the divine and human. There were something necessary to be done in order to man's salvation which he could not do and this is the divine part. It was the part of God through Christ to provide salvation for man and place it within his reach, within his power, so that by the exercise of the power which God has given him the control, he can obtain the salvation which the Lord has provided for him. The provision of salvation is by grace, the enjoyment of it is certainly conditional. I can't understand how any sober, unprejudiced mind can believe otherwise. It is impossible that man is so totally depraved he cannot believe and obey God. Grace through faith links the divine and human part together.

Grace is the gift of God. Man would boast, if by his inventions, his wisdom or works he could save himself, hence not of works lest any man should boast, by grace we give God the glory for having provided salvation for the world through Christ and men can and have obeyed God in all ages. There is no contradiction to the Scriptures that commands us to "work out our own salvation with fear and trembling." There are three kinds of works spoken of in the Bible: "Our own works," "the works of the law," and the good work God has ordained we should walk in. So when we are working out our own salvation it must be in God's vineyard, not after our own wise inventions.

The Savior made confession a condition of salvation when he said, "Whosoever, therefore, shall confess me before men, I will confess before my Father which is in heaven. But whosoever shall deny me before men, I will also deny before my Father who art in heaven."—Matt. 10:32.

Repentance is a condition of salvation. "Except ye repent ye shall all likewise perish." Baptism is a condition of salvation. "He that believeth and is baptized shall be saved and he that believeth not shall be condemned."

Now, as I understand, when we comply with all these conditions we do not purchase the blessings by paying an equivalent for it and thus bring God under obligations to us, but we only discharge a duty we justly owe to him. For to "fear God and keep his commandments" is the whole duty of man, and the number saved will be "Whosoever will." A. M.

A Slit in Time.

Will save nine. So will a bottle of Ballard's Horehound Syrup always kept on hand save many a spell of sickness. A sure cure for Coughs, Colds, Bronchitis and Whooping Cough. Mrs. S. — Hot Springs, Ark. writes: "I keep a bottle of Ballard's Horehound Syrup in my medicine chest, and thank my forethought many times. It has prevented many severe spells of sickness." Sold by Sequachee Supply Store.

Petros.

Special to the News.

A. H. Wood returned from a visit to his family in St. Louis last week.

Miss Martha Lon Malcom is very ill. The Sunday school service was largely attended Sunday.

Mrs. James Pettit and little daughter, of Oak Dale, visited friends here last week.

Tom Walker, of Whitwell, was in town a few days on business this week.

Mrs. Tom Dillen is very sick with la grippe.

Pat Beene and bride arrived in town Friday of last week. They will make their home here. Mrs. Beene was formerly Miss Jennie Barnett of Jasper.

Mrs. J. H. Nelson entertained a party of gentlemen at luncheon Saturday. Covers were laid for Messrs. A. H. Wood, Ship Wood, J. A. Ransome, Walter Kelly, Dr. J. R. Gott and J. H. Nelson.

Suffering and Dollars Saved.

E. S. Loper, of Marilla, N. Y., says "I am a carpenter and have had many severe cuts healed by Bucklen's Arnica Salve. It has saved me suffering and dollars. It is by far the best healing salve I have ever found." Heals burns, sores, ulcers, fever sores, eczema and piles. Get at Whitwell Drug Co's.

Coalmont.

Special to the News.

Dan and W. A. Sholar, of Gruetli, were here Tuesday.

John Brown was at Beersheba last week.

Robt. Daniel, Jr. is very sick at this writing.

Rev. Jack Brown, of Pleasant Hill, is here on a visit.

Marion Tally, and Messrs. Oliver and Hawkins are in the city today.

W. M. Creighton, and J. W. Dykes were at Tarleton several days this week.

Mr. Lang, of Kentucky, is here.

Miss Jessie Wilkerson, one of Tracy City's highly accomplished young ladies, was a visitor here Saturday.

Miss Jennie Conry has returned from Tracy City.

Mrs. Tate of Gruetli, was in the city Monday.

Geo. Foster and family have moved to Tracy City. We regret very much to lose them, but our loss will be Tracy's gain.

Mr. McWhone of Nashville, was here this week.

G. W. Morton and Jno. Carroll Dykes were at Tatesville Friday and Saturday.

C. B. Roughton and Mark Lenahan spent Saturday and Sunday at Tracy.

Mrs. John Tate and little grandchildren have returned to their home at Altamont, after visiting at Tracy City and this place.

Miss Mary J. Hall, of Tracy, spent a few days with her sister, Mrs. Harris Scruggs, here.

Mr. and Mrs. Bert McKenzie, have moved to Chattanooga.

Miss Mabel Cawthorn attended the funeral of her aunt, Mrs. Kirk, at Tracy last week.

Miss Martin, of Seawane, is here.

Newt. Cantrell spent Saturday and Sunday at Tracy City.

Mrs. Lee Robertson and daughter and little Lora Sweeton are in Chattanooga for a few weeks. The latter is being treated for deafness.

Mr. and Mrs. Yanders Nauley have returned from Tracy City after an extended stay.

P. H. Rogers, one of Collinsville's prosperous farmers, spent Sunday night with D. Murphy Griswold, here.

W. M. Lovelace, was recently injured in the mines, is improving slowly.

John E. Patton is at Jasper this week.

Miss McCray has returned to Monticello.

Miss Carrie Curtis spent Sunday at Tracy.

Robert Creighton was at Tracy City Sunday.

Murphy Griswold made a business trip to Clifty Tuesday, returning same day.

One On the Customer.

A rather amusing story is told of a man who went into a hardware store of a neighboring town and wished to purchase an axe, says an Ohio paper. Being shown the article and informed that the price was \$1.15, he said, "Why, I can get that same kind of axe from a mail order house for 90c."

"Very well," said the hardware man, "I will give it to you for the same price, provided that you will do the same with me as you would with them."

"All right," replied the customer as he handed over a dollar bill, the merchant giving him back ten cents in change.

"Now," said the hardware man, "I want 25c more to pay express charges," which the purchaser gave him.

"How much did your axe cost you?"

"One dollar and fifteen cents," the man answered.

"Very good, now give me five cents more for money order fees and postage," which the purchaser had to hand over. "Now, how much did your axe cost you?"

"One dollar and twenty cents," said the customer.

"Not so cheap after all," said the merchant, whereupon he picked up the axe, put it back on the shelf and told the customer to call for it in ten days, as that would be as soon as he could get it if he had ordered it from the mail order house. Hand a copy of this to your local paper to reprint.

Failure at Delphi.

S. A. Parkins, who conducted a general store at Delphi, Tenn., brought petition in bankruptcy last week. The claims of the secured creditors were \$600, and the amount of the unsecured creditors, consisting of notes and accounts were placed at \$1,006.71. His assets consist of twelve acres of land in Sequachee Co., valued at \$200; two sows, three cows, valued at \$200; stock in trade, \$150, and household goods valued at \$550. The latter he claims as exempt. His principal secured creditors are the People's bank, Pikeville, note \$250; Citizen's bank, Pikeville, note \$250; Jesse and Stella Kell, Chattanooga, \$80. There are a number of unsecured creditors.

Neighborhood Favorites.

Mrs. E. D. Charles, of Harbor, Maine, speaking of Electric Bitters says: "It is a neighborhood favorite here with us." It deserves to be a favorite everywhere. It gives quick relief in dyspepsia, liver complaint, nervousness, weakness and general debility. Its action on the blood, as a thorough purifier makes it especially useful as a spring medicine. This grand alternative tonic is sold under guarantee at Whitwell Drug Co's. 50c.

NOTICE.

I will be at Jasper on Monday of each week. All parties desiring dental work will please call at the Hughes House. I will be in Sequachee on the Friday nearest to 29th of the month.

N. B. MOORE, Dentist.

CORNER STONE LAID

Methodists of Red Hill Commence the Building of Their New Church.

The laying of the corner stone of the new M. E. Church, south, at Red Hill took place Saturday afternoon in the presence of a large number of spectators. It was probably the first laying of a corner stone with ceremonies of any edifice in the valley and aroused much interest. The ceremonies were conducted by Rev. S. S. Kruger, of this city, assisted by Revs. R. J. Moore, of Red Hill, W. F. Shirley, of Red Hill and Rev. A. N. Maddox, of Jasper. Rev. Hall, of Jasper, who was to have assisted Rev. Kruger, was absent on account of sickness. Exercises of song and prayer formed the first part of the service, and then the actual laying of the corner stone took place. Careful preparatory work had been done and an office neatly made in the stone for which a close fitting cover of stone partly filling the cavity was made. In this cavity were placed a fine copy of the Bible, the county papers, the Church Review and other church papers, the names of the church officials and those assisting in building the church, and the cover firmly cemented in place, secure enough for an indefinite time.

The movement for the erection of this church was started nearly two years ago by Rev. Kruger, who has labored earnestly to see his hopes realized. At first many of the church members there were doubtful of the feasibility of the undertaking, but now all are enthusiastic and working for the success of the project. There has been collected a fund of \$1000, and as the church will cost from \$1200, to \$1400, there will remain a balance to be paid before the dedication, which cannot be made until all debts are settled. The good people of Red Hill will have no trouble in removing any debt remaining.

Recipe Mixed Often.

Some remarkable stories are being told about town and among the country people coming in of this simple homemade mixture curing Rheumatism and Kidney trouble. Here is the recipe and directions for taking: Mix by shaking well in a bottle one half ounce Fluid Extract Dandelion, one ounce Compound Kargon, three ounces Compound Syrup Sarsaparilla. Take as a dose one teaspoonful after meals and at bedtime.

No change need be made in your usual diet, but drink plenty of good water.

This mixture, writes one authority in a leading Philadelphia newspaper, has a peculiar tonic effect upon the kidneys; cleansing the clogged up pores of the eliminative tissues, forcing the blood to sift and strain from the blood the uric acid and other poisonous waste matter, overcoming Rheumatism, Bladder and Urinary troubles in a short while.

A New York druggist who has had hundreds of calls for these ingredients since the first announcement in the newspapers last October stated that the people who once try it "swear by it," especially those who have Urinary and Kidney trouble and suffer with Rheumatism.

The druggist in this neighborhood says they can supply the ingredients, which are easily mixed at home. There is said to be no better blood cleansing agent or system tonic known, and certainly none more harmless or simple to use.

CHRISTOPHER, ILL.

Special to the News.

Going to church is the order of the day.

Pete Carter spent a day at court this week at Benton.

Miss Della Carter is spending this week at Duquoin with her sister, Mrs. E. D. Vick.

Mr. and Mrs. John Arledge spent Sunday with Mrs. J. Arledge's parents at Duquoin and reported a nice time.

Bruce Parson and best girl were out driving Sunday afternoon.

Sidney Ballard and best girl called at the skating rink Saturday night but another fellow took her home for him.

Harry Williams and his girl were out walking Sunday afternoon.

Listen for the wedding bells to ring here soon.

Willie Watts spent last week in Pink-eyville, Ill.

Miss May Harrison is spending this week with her parents at Mulkeytown.

Miss Nettie Hargard is working in Earl Davidson's restaurant.

Would be glad to hear from all the union people of Whitwell.

Old Black Joe.

Even from the Mountains.

Ballard's Snow Liniment is praised for the good it does. A sure cure for Rheumatism and all pains. Wright W. Loving, Grand Junction, Colo., writes: "I used Ballard's Snow Liniment last winter, for Rheumatism and can recommend it as the best Liniment on the market. I thought at the time I was taken down with this trouble that it would be a week before I could get about, but on applying your Liniment several times during the night I was about in 48 hours and well in three days. Sold by Sequachee Supply Store."

DeWitt's Carbolized Witch Hazel Salve is best for cuts, burns, boils, bruises and scratches. It is especially good for piles. Sold by J. W. Simpson, Jasper, Tenn.

CASTORIA.

Read the News—best on earth.

Read the News—best on earth.